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5-5-1984

Casey's Big Buy and United Food and Commercial Workers , AFL-CIO, Local 442 (1984)

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Casey's Big Buy and United Food and Commercial Workers , AFL-CIO, Local 442 (1984)

Location

Cedartown, GA; Cave Springs, GA; Rockmart, GA

Effective Date

5-5-1984

Expiration Date

11-28-1987

Number of Workers

Unknown

Employer

Casey's Big Buy

Union

United Food and Commercial Workers

Union Local

442

NAICS

44

Sector

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Comments

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grace

UNITED FOOD AND COMMERCIAL WORKERS
DISTRICT UNION #442
ATLANTA, GEORGIA
AND
CASEY'S, INC.

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AGREEMENT

This agreement has been entered into between Casey's Big Buy, Cedartown, Cave Springs and Rockmart, Ga. , hereinafter designated as the Employer and the United Food and Commercial Workers District Union #442, affiliated with the AFL-CIO, hereinafter designated as the Union.

ARTICLE 1. INTENT AND PURPOSE

The Employer and the Union each represent that the purpose and the intent of this Agreement is to promote co-operation and harmony, to recognize mutual interests, to provide a channel through which information and problems may be transmitted from one to the other, to formulate rules to govern the relationship between the Union and the Employer, to promote efficiency and service, and to set forth herein the basic agreements covering rates of pay, hours of work, and conditions of employment.

ARTICLE 2. COVERAGE

A. The Employer recognizes the Union as the sole and exclusive collective bargaining agent for all employees in the meat departments of the retail stores of the Employer in present Georgia Marketing Area as set forth in Schedule C, attached. The Employer recognizes the Union as the collective bargaining agent for all employees employed in the stores listed in Schedule "C".

B. For the purpose of this Agreement the meat department is defined as the area occupied by the refrigerated meat storage rooms, the meat preparation room, and the refrigerated service and /or self-service meat display cases where fresh, smoked, cooked and frozen meats, poultry, fish and seafood are offered for retail sale. Where certain products covered under this clause are presently being handled outside of the meat department, the Employer may continue to handle such products in accordance with present practice.

C. Bargaining unit work is to be performed by bargaining unit employees only. This language shall not apply in the case of remodels or new store openings.

Supervisory employees may perform work in cases of emergencies beyond the control of the Employer including work when an employee fails to report as scheduled.

It is further understood that the Employer's supervisor may continue to realign displays, check for freshness control, check prices, train employees and give departmental tests and demonstrations. Further, supervisors shall not be restricted from preparation of goods orders, special sales information work, or receipt of merchandise.

ARTICLE 3. CHECK-OFF

A. The Employer shall deduct initiation fees as authorized, and shall deduct Union dues from the pay of employees who are members of the Union and who, individually and voluntarily, certify in writing authorization for such deductions. The Employer shall promptly remit all sums deducted in this manner to Local Union No. 442.

B. The Union shall certify to the Employer the amount of its dues and the name and address of the Financial Secretary to whom the dues collected shall be remitted. Such certification shall bear the signature of the President and Recording Secretary of Local Union No. 442 and, in the event of change in the Local's Financial Secretary, the Employer shall be notified of such change by the method provided above.

C. Authorization for dues deduction will renew itself from year to year unless revoked by the employee, who is a member of the Union, on the anniversary date or expiration date of any collective bargaining agreement between the Employer and the Union by written notice to the Employer and the Union ten (10) days prior to such anniversary date or expiration.

D. If state law is changed to permit a "Union Shop" the following shop condition shall become effective when it is legal:

It shall be a condition of employment that all of the employees of the Employer covered by this Agreement who are members in good standing on the effective date of this Agreement shall remain members in good standing, and those who are not members on the effective date of this Agreement shall, on the thirty-first (31st) day following the effective date of this Agreement, become and remain members in good standing in the Union. It shall also be a condition of employment that all employees covered by this Agreement and hired on or after its effective date shall, on the thirty-first (31st) day following the beginning of such employment, become and remain members in good standing in the Union.

E. During the first thirty-one (31) days of employment, a new full-time employee and, during the first sixty (60) days, a new part-time employee shall be on a trial basis. The Employer may discharge any new employee during said trial period for any reason whatsoever and there shall be no right of appeal to the grievance and arbitration procedure by either the employee or the Union. However, after thirty-one (31) days of full-time employment, the employee's seniority date shall revert back to the beginning date of his last full-time employment.

ARTICLE 4.

MANAGEMENT RIGHTS

The management of the business and the direction of the working forces, including the right to plan, direct and control market operations, hire, suspend or discharge for proper cause, transfer or relieve employees from duty because of lack of work or for other legitimate reasons, the right to study or the right to establish and maintain rules and regulations covering the operation of the markets, a violation of which shall be among the causes for discharge, are vested in the Employer; provided, however, that this right shall be exercised with due regard for the rights of the employees and provided, further, that it will not be used for the purpose of discrimination against any employee.

ARTICLE 5.

DISPUTE PROCEDURE

- A. The employer may at any time discharge any worker for proper cause. The union may file a written complaint with the employer, asserting that the discharge was improper. The employer must give the union written notification of any discharge within three (3) working days after the discharge and the union must file any complaint concerning the discharge within three (3) days from the employer's notice thereof. If the employer and the union fail to agree within forty-eight (48) hours, it shall be referred within twenty-four (24) hours to the Board of Arbitration. The findings of the Board of Arbitration shall be final and binding.
- B. The Board of Arbitration shall consist of one (1) person appointed by the representative of the Union and one (1) person appointed by the Employer. Said two (2) persons, within two (2) days after disagreement, shall request the Director of the Federal Mediation and Conciliation Service to furnish a panel of arbitrators from which the third arbitrator shall be selected and the decision of the majority shall be binding on both parties. The expenses of the third arbitrator shall be paid for jointly.
- C. No grievance will be discussed unless the outlined procedure has been followed.
- D. Lengthy discussions between employees and representatives of the Union, including the shop steward, or among themselves concerning disputes shall not take place during working hours.
- E. Any accredited Union official shall be granted access to the store for the purpose of satisfying himself that the terms of this Agreement are being complied with.
- F. At any step in this grievance procedure the Executive Board of the Local Union shall have the final authority, in respect to any aggrieved employee covered by this Agreement, to decline to process a grievance, complaint, difficulty or dispute further if, in the judgment of the Executive Board, such grievance or dispute lacks merit or lacks justification under the terms of this Agreement to the satisfaction of the Executive Board.

G. Grievances must be taken up promptly, and no grievance will be considered or discussed which is presented more than fifteen (15) calendar days after such has happened.

H. The Board of Arbitration is not vested with the power to change, modify, or alter this Agreement, but only to interpret the provisions of this Agreement.

ARTICLE 6.

NO STRIKE, NO LOCKOUT

A. During the term hereof, the Union agrees that there shall be no strike or any other interference with or interruption of the normal conditions of the Employer's business by the Union or its members. The Employer agrees that there shall be no lockout.

B. The Union further agrees that its members will not refuse to cross a legal picket line until such line is officially recognized by the local Union and, further, that in the event the local Union does recognize such established legal labor picket line, it shall notify the Employer forty-eight (48) hours in advance of such action.

ARTICLE 7.

OTHER AGREEMENTS

The Employer agrees not to enter in any agreement or contract with his employees, individually or collectively, which in any way conflicts with the terms and provisions of this Agreement.

ARTICLE 8.

OTHER WORK

A. Employees shall perform any work in the meat department which the manager of the store or zone manager may direct, with the understanding that, when an employee is assigned to a job with a lesser rate of pay, he will be entitled to his regular rate of pay unless, due to a decrease of work, he has been regularly assigned to a lower-rated job and desires to retain such job rather than accept a layoff.

B. Any meat department employee who is assigned to relieve a Head Meat Cutter for three (3) days or more shall receive the contract rate of pay for the market in which he is relieving.

ARTICLE 9.

WAGES

A. Rates of pay as set forth in Wage Schedule "A", attached hereto, shall remain in effect for the life of this Agreement and shall constitute the basis for determination of wages for time worked.

B. When an employee works less than a full week, payment for the time worked shall be computed by multiplying the hourly rate by the actual number of hours worked.

C.

Previous Experience

C-1. Previous proven comparable meat experience with a nationally recognized supermarket chain within three (3) years of the person's date of employment shall be the basis for determination of the person's rate of pay.

C-2. Previous experience must be stated at time of employment and shown on application for employment, otherwise the employee forfeits any claim under this provision.

C-3. Claims for rate adjustment based on previous experience must be filed within sixty (60) days of employment date, otherwise the employee forfeits any claim under this provision.

C-4. Where an employee claims previous experience and does not demonstrate ability and qualifications in line with such experience, the Employer and the Union will discuss and establish the employee's rate based on demonstrated ability and qualifications.

ARTICLE 10.

WORKING CONDITIONS

A. The hours for employees shall be scheduled by the Employer. The Employer will post a work schedule for the week for full-time employees by 12:00 P.M. Noon Friday of the preceding week.

B. The work week for all full-time employees shall consist of not more than forty (40) hours to be worked in five (5) days or less. This shall not apply in the case of partial or complete interference with the normal operation of the Employer's business by fire, flood, strike, lack of materials or supplies caused by failure of delivery by outside persons or agencies, or circumstances beyond the control of the Employer, or tardiness, violation of rules and regulations or other fault of the employee. In case of a reduction due to the above circumstances, it shall be done according to seniority and may result in the guaranteed work week of junior employees to be broke.

B-1. Part-time employees will be scheduled a minimum of twelve (12) hours per week provided they report to work and work as scheduled. This shall not apply in the case of partial or complete interference with the normal operation of the Employer's business by fire, flood, strike, lack of materials or supplies caused by failure of delivery by outside persons or agencies, or circumstances beyond the control of the Employer.

C. All work in excess of forty (40) hours per week shall be paid at time and one-half (1½) the employee's regular straight time hourly rate of pay.

D. All work in excess of nine (9) hours per day shall be paid for at time and one-half (1½).

E. Time and one-half (1½) shall be paid on the weekly basis or on the daily basis, whichever is greater, but in no case on both.

F. There shall be no split shift schedule for employees.

G-1. The following shall be considered as holidays: New Year's Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day or on days legally celebrated in lieu thereof. Employees who work a full week in which a holiday occurs shall receive eight (8) hours' pay in addition to the hours worked provided that there shall be no deduction from pay of employees who work a full week in which a holiday occurs. Employees on a leave of absence or who are absent due to proven illness shall receive holiday pay as provided herein providing that the employee works any hours scheduled in the week preceding, the week of, or the week following the holiday. Unexcused absences during the same three (3) week period will result in forfeiture of holiday pay. Overtime at time and one-half (1½) will be paid during a holiday week after 32 hours.

G-2. There shall be no work after 6:30 P.M. on Christmas Eve.

G-3. An additional day's pay (maximum of eight (8) straight-time hours) will be paid with vacation pay in lieu of a sixth (6th) holiday for those regular employees (by Employer definition) who qualify for vacation.

G-4. Employees with one (1) or more years of continuous service shall receive a seventh (7th) holiday to be a birthday holiday to be taken within fourteen (14) calendar days of the employee's birthday date on a day mutually agreed upon by the employee and the Employer, and shall be awarded upon request by the employee. There shall be an eighth (8th) holiday to be paid as an additional day's pay (maximum of eight (8) straight-time hours) to be paid with the first week of vacation pay for those employees who qualify for vacation.

G-5. Sundays and holidays shall be outside the basic work week for all full-time employees. Work performed in the store on Sundays and holidays shall be on a rotating basis in markets that are open on Sundays and holidays. Any employee that objects to work on Sundays and holidays will submit a written objection to the Employer and the Union. If this employee not working on Sunday or holidays causes a hardship on the market, or the Employer requires additional Sunday or holiday help, that employee will be transferred on an exchange basis, to another store that is not open on Sunday or holidays, or work his rotating Sunday or holiday schedule.

If a store is open for business on a Sunday or holiday, the Employer will schedule hours for the meat department that at least equal the number of hours the store is scheduled to be open. (Example: if store hours are 8:00 A.M. to 8:00 P.M., then at least twelve (12) hours will be scheduled for the meat department sometime during that day.) It is understood that the Employer will decide the number of employees to work on Sundays and holidays; however, at least fifty per cent (50%) of the hours scheduled on these days will be journeyman hours. (Head meat cutter or cutting room journeyman shall be considered journeyman for the purpose of the preceding sentence.)

G-6. Sunday and holiday work shall be paid at time and one-half (1½) the regular hourly rate of pay.

G-7. There will be no pyramiding of premium pay and/or overtime, and any hours paid as a premium or overtime hours will not be used to compute any other premium of overtime.

H. Any employee who is instructed to report for work shall be guaranteed at least four (4) hours work.

I. The Employer shall furnish all linens used in markets. The expense of laundering all linens and sharpening of tools shall be paid for by the Employer. However, where dacron or nylon uniforms are furnished to female employees, such uniforms shall be laundered by the employee.

J. The Employer agrees to display the Union Card in each of its stores covered by this Agreement. Such store cards are to be furnished by the Union. Further, such card shall remain the property of the Union and shall be surrendered to the Union Secretary/Treasurer upon demand.

K. There shall be a fifteen (15) minute rest period in the morning and a fifteen (15) minute rest period in the afternoon of all days for all employees.

L. If a regular full-time employee is required to work outside of his regular schedule, he shall not be required to take time off from his schedule that week in order to avoid overtime.

L-1. Employees shall not be required to work on a schedule with less than ten (10) hours off between shifts. This shall not apply in the event of fire, flood or other emergency beyond the control of the Employer.

M. Employees shall be allowed one (1) hour without pay for lunch. The lunch period will be set as close as possible to the middle of the shift and no employee shall be required to work more than five (5) hours without a lunch period.

N. A part-time employee who has worked in twelve (12) or more weeks shall be entitled to holiday pay for the holidays set forth in Article 10, Paragraph G-1, provided he was scheduled for work in the holiday week and worked his scheduled hours in the holiday week. Employees who are absent of their own accord during a holiday week shall be paid only for the hours actually worked except, where absence is caused by proven illness or is excused by the Employer, the employee shall receive the holiday pay provided he worked any part of the holiday week. Holiday pay shall be figured on the average hours worked for the four (4) consecutive weeks immediately preceding the holiday week on the following basis:

<u>AVERAGE HOURS WORKED</u>	<u>HOLIDAY PAY</u>
Less than 32 hours	4 hours
32 hours and over	8 hours

O. The Employer and the Union agree that a proven violation of established time clock rules, including working before punching in or after punching out, may subject such an employee to disciplinary action up to and including discharge.

P. Meat clerks shall not use saw, grinder, slicing machine or knife except when they use a slicing machine or knife to slice luncheon meats and cheese.

Q. When an employee is injured on the job and, as a result, loses time, he shall be paid for the hours scheduled on the day on which he was injured and reported for medical care, but not to exceed eight (8) hours' pay.

R. There shall be no work performed on Thanksgiving and Christmas Day. If major retail food competitors within the individual operating areas covered by this Agreement are closed on Easter Sunday, employees covered by this Agreement within the individual operating areas where major retail food competitors are closed shall not be required to work on Easter Sunday.

S. Employees who are required to work in more than one store in a day's time due to an emergency will be compensated at the rate of fourteen cents (14¢) per mile of required travel, and time spent in travel will be considered as time worked. This paragraph does not apply to employees who are scheduled to work in more than one store in a week or in a day.

ARTICLE 11.

SENIORITY

A. In the case of a reduction of hours, layoff or recall from layoff, the principle of seniority shall apply. Seniority shall be determined on the length of service of the employee with regard to his experience and ability to perform the work. All circumstances being reasonably equal, length of service shall be the controlling factor. In the matter of promotions or transfers from one type of work to the other, or from one store to the other, the Employer shall have the right to exercise his final judgment after giving due regard to seniority. Agreed upon seniority lists shall be established and maintained, and such records shall be available to the Union at all times.

B. Seniority shall be considered broken if an employee is duly discharged by the Employer, if he voluntarily quits, if he has been laid off continuously for a period of more than six (6) months, or if he is called back to work after a layoff and does not report for work within one (1) week.

C. No part-time employee shall have seniority over any full-time employee.

D. An employee classified as a cutting room journeyman, journeyman, apprentice, or meat clerk who desires a transfer to another location may request such a transfer in writing to the store manager and a copy to the Union. When a vacancy occurs within the classification, the Employer will review by seniority any request that has been filed for that location and a decision will be made based on seniority, ability, and consistent with the need of the business. Any dispute over and above requested transfer will be reviewed by a representative of the Employer and a representative of the Employer and a representative of the Union.

E. Effective with execution of this Agreement, employees who work at least thirty-two (32) straight-time hours per week for eight (8) consecutive weeks will be designated as "full-time" employees.

F. An employee who desires a promotion may request the same in writing to the personnel manager with a copy to the store manager and the local Union. When a vacancy occurs, the Employer will review any requests on file along with any other candidates, and a decision will be made based upon ability, seniority, and consistent with the needs of the business. Requests for promotions shall be valid for a period of six (6) months from the date received by the personnel manager.

G. The senior part-time employee in the meat department will be assigned the schedule with the most straight-time hours for his respective department provided he has the ability and is available to do the work. All other part-time schedules in the respective departments will be assigned based on seniority, availability and ability to perform the work.

ARTICLE 12.

VACATIONS

A. A regular employee will be eligible for one (1) week vacation as of the first anniversary. Employees with seven (7) years continuous service shall receive three (3) weeks' vacation and employees with fourteen (14) years continuous service shall receive four (4) weeks and employees with twenty (20) years of continuous service shall receive five (5) weeks vacation. (For College St., Cedartown only)

B. If a holiday falls in an employee's vacation period, he shall receive an additional day of paid vacation or pay in lieu thereof. The Employer shall have the option as to the additional day of vacation or the extra day's pay.

C. A part-time employee who is not entitled to vacations according to the policy of the Employer shall be granted a part-time vacation under the same general rules as provided in the policy of the Employer for regular employees, and part-time vacation will be figured on the number of hours in the vacation qualifying year divided by fifty-two (52) as follows:

<u>AVERAGE HOURS WORKED</u>	<u>VACATION</u>
20 hours or less	10 hours
Over 20 hours to and including 30 hours	20 hours
Over 30 hours	30 hours

The qualifying date for all vacation purposes of any part-time employee who subsequently and without a break in his employment, qualifies as a regular employee (by Employer definition) shall be the date from which his service has been counted for part-time vacation purposes rather than the date he qualified as a regular employee.

ARTICLE 13.

LEAVE OF ABSENCE

A. Pregnancy: A pregnancy leave of absence may be granted to an employee upon written request to the Marketing Area personnel manager by the end of the fourth month of pregnancy supported by medical proof stating the expected date of birth. A pregnant employee may be required to furnish medical evidence that she is able to perform all duties. Such leave shall continue for three (3) months past the date of birth or miscarriage unless the employee is released by a physician to return to full duties prior to that date. Leaves may be extended more than ninety (90) days beyond birth or miscarriage upon written request supported by medical evidence of the necessity for such extension. The employee will notify the Employer at least two weeks in advance of her desire to return to work. Employees on pregnancy leave shall accrue seniority, however, such months shall not be counted as time worked for the purpose of wage increases.

B. Union Business: The Employer shall grant the necessary time off, without discrimination or loss of seniority rights and without pay, to any employee designated by the Union to attend a labor convention or serve in any capacity on other official Union business provided the Employer is given at least one (1) week's notice in writing specifying the length of time off, but in no case shall the length of time off exceed one (1) year.

C. Sickness or Injury: A leave of absence because of sickness or injury not to exceed ninety (90) days will be granted to an employee upon written request supported by medical evidence. Extension will be granted up to ninety (90) days at a time for a cumulative total of one (1) year, if requested and granted in writing supported by proper medical evidence prior to each expiration.

D. Military Leave: Any employee in military service under the provisions of Federal law shall be returned to his job in accordance with such law.

E. Personal Leave of Absence: A leave of absence up to thirty (30) days shall be granted to a full-time employee who has had one (1) year of continuous service for reasonable personal reasons, but not for the purpose of engaging in gainful employment elsewhere. Any such employee desiring a leave of absence shall secure written permission from the Employer with a copy to the Union, the length of absence to be agreed upon by the Employer and employee. The length of absence shall be commensurate with the need.

F. Jury Duty: In case an employee serves on any duly constituted jury, or is subpoenaed as a witness or serves as a voluntary witness at the request of the Company, he shall be paid his regular pay for hours necessarily absent from work provided he informs the Company in advance of his required absence from work. Employees who assume this responsibility of citizenship by serving in such capacity will receive their pay in addition to any jury or witness fees awarded them. This privilege of receiving jury or witness fees in addition to pay will be extended for only one (1) completed jury or witness term in any three (3) successive years.

Completed term shall mean the period of time involved from selection to the employee to his release from such service, regardless of the number of times he is actually called to appear as a member of such jury.

Should the employee serve more than one (1) completed term in a three (3) successive year period, his amount of pay will be offset by the amount of fees received.

G. Time spent on leave of absence shall not be counted as time worked for the purpose of wage computation and will not result in loss of seniority. In case of pregnancy leave, seniority shall be retained but shall not accrue during the period of such pregnancy leave. Failure to report back to work at the end of a leave of absence shall result in the employee being considered a voluntary quit. Any employee accepting employment elsewhere while on leave of absence shall be considered a voluntary quit, except in a case where such employee works for the Union.

ARTICLE 14.

FUNERAL LEAVE

In case of a death in the immediate family of a full-time employee, the employee shall be paid for a reasonable period of absence, depending upon the circumstances, but not to exceed three (3) days, provided he attends the funeral. In no case will he receive more than his normal week's pay. "Immediate family" shall mean spouse, parent, child, brother, sister, mother-in-law, father-in-law, grandparents, or any relative residing with the employee.

ARTICLE 15.

INSURANCE

A. The term "eligible employee" shall mean an employee who worked an average of twenty-eight (28) hours per week for a period of four (4) consecutive calendar weeks (112 hours). Such an employee becomes eligible for Health and Welfare benefits on the first day of the second calendar month immediately following completion of the four (4) consecutive calendar weeks (112 hours) and such date shall hereinafter be referred to as his eligibility date.

In the case of part-time employees, the term "eligible employee" shall mean an employee who has worked an average of twelve (12) hours or more per week for the eight (8) consecutive weeks immediately preceding the first of any month. Such an employee becomes eligible for Health and Welfare benefits on the first day of the second calendar month immediately following completion of the eight (8) consecutive calendar weeks and such date shall hereinafter be referred to as his eligibility date.

B. The Employer shall contribute one hundred sixteen (\$116.) dollars per month for each eligible employee to the Health and Welfare Trust Agreement which is jointly administered Employer and Union Trust Fund, for the purpose of providing such Health and Welfare benefits.

Effective February 1, 1982, delete one hundred sixteen (\$116.00) dollars and substitute one hundred thirty one dollars (\$131.00). Effective February 1, 1983, delete one hundred thirty one dollars (\$131.00) and substitute one hundred forty eight dollars (\$148.00).

The Employer shall contribute thirty-five (\$35.00) dollars per month; effective February 1, 1982, thirty-eight dollars (\$38.00) per month; effective February 1, 1983, forty-one dollars (\$41.00) per month for each eligible part-time employee.

C. Contributions to the Trust Fund shall be discontinued as of the first of the month immediately following:

1. A layoff or leave of absence of thirty (30) calendar days or more except as otherwise provided.
2. The employee's ceasing to be an eligible employee due to his failure to work an average of twenty-eight (28) hours or more per week for four (4) consecutive calendar weeks (112 hours), or in the case of a part-time employee due to his failure to work an average of twelve (12) hours or more per week for the eight (8) consecutive weeks immediately preceding the first day of any month.

For the purpose of this paragraph, an eligible employee who is on an approved leave of absence of two (2) weeks or less or on military leave of absence of two (2) weeks or less shall be credited with the hours he would normally have worked in such week or weeks.

D. Contributions to the Trust Fund shall be continued under the following conditions:

1. In case of illness, non-compensable injury or compensable injury, six (6) months' contribution following the month in which the illness or injury occurs.
2. In case of pregnancy, one (1) month's contribution after the month in which the employee begins her pregnancy leave of absence.
3. The Employer agrees to pay the contributions to the Trust Fund for eligible employees for one (1) month following termination of employment. This obligation shall not be required when an employee is discharged for dishonesty, drinking, drunkenness on the job, or resigns to go into business for himself.

E. Employer contributions which have been discontinued as provided above in paragraph d-1 or d-2 will be resumed on the first day of the month immediately following return to work on the Employer's active payroll after illness, injury, or pregnancy leave of absence.

F. When an employee fails to qualify for the twenty-eight (28) hour contribution as provided in paragraph (a) but qualifies for the twelve (12) hour contribution provided in paragraph (a-2), that contribution shall be made when the contribution provided in paragraph (a-1) is discontinued.

POST RETIREMENT INSURANCE

Effective February 1, 1981, the Employer shall contribute fifty-three dollars (\$53.00); effective February 1, 1982, fifty-seven dollars (\$57.00); effective February 1, 1983, sixty-one dollars (\$61.00) per month for each eligible retired employee to the Health and Welfare Trust Fund. The term "eligible retired employee" shall mean an employee covered for full-time Health and Welfare benefits who has retired from active employment prior to his/her sixty-fifth (65th) birthdate. Employee must be eligible for and receiving retirement or pension payments from the Employer. Contributions to the Trust Fund shall be discontinued as of the first of the month immediately following:

1. The retiree's attainment of age sixty-five (65).
2. The retiree no longer receiving retirement or pension payments from the Employer.
3. The retiree becoming covered by another Health and Welfare or group insurance plan.
4. The retiree becoming eligible for and being covered by Medicare.

ARTICLE 16.

PENSION

A. The Employer shall pay eighty-eight dollars and eighty cents (\$88.80) per month (effective February 1, 1981, ninety-three dollars and ten cents (\$93.10) per month; effective February 1, 1982, ninety-seven dollars and forty cents (\$97.40) per month; effective February 1, 1983, one hundred one dollars and seventy cents (\$101.70) per month for employees who work an average of twenty-eight (28) hours or more per week for the four (4) consecutive weeks immediately preceding the first of the month into the United Food and Commercial Workers Union and Industry Pension Fund. The first contributions under this section shall be due and payable by the tenth (10th) day of the month following initial liability.

B. The jointly-administered Employer-Union Pension Fund shall be administered by an equal number of Trustees representing the Employer and an equal number of Trustees representing the Union. Said Pension Fund shall be used to provide benefit pensions for eligible employees of the Employer as provided in a Pension Plan, the terms and provisions of which have been agreed upon by the parties hereto; said Pension Plan shall, among other things, provide that all benefits under the Plan and costs, charges and expenses of administering the Plan and all taxes levied or assessed upon or in respect of said Plan or Trust, or any income therefrom, shall be paid out of the Pension Fund.

C. Said Pension Plan and the Trust Agreement establishing the Pension Fund has been submitted to the United States Treasury Department for the approval and rulings satisfactory to the Employer that said Plan is qualified under I.R.C. Sec. 401, et. seq., and that no part of such payments shall be included in the regular rate of pay of any employee.

D. A copy of the Trust Agreement and any Amendment thereto shall be made a part hereto, as herein at length set forth.... Trust Agreement and Pension Plan shall, in all respects, comply with all applicable legal requirements.

E. Contributions for new employees will not be paid until the first of the month following a full thirty (30) days of employment.

F. In case of compensable injuries, the Employer will make contributions for three (3) months including the month in which the injury occurred.

ARTICLE 17.

UNION COOPERATION

A. The Union agrees to uphold the rules and regulations of the Employer in regard to punctual and steady attendance, proper and sufficient notification in case of necessary absence, conduct on the job, and all other reasonable rules and regulations established by the Employer.

B. The Union agrees to cooperate with the Employer in maintaining and improving safe working conditions and practices, in improving the cleanliness and good housekeeping of the stores, and in caring for equipment and machinery.

C. The Union agrees to cooperate in correcting inefficiencies of members which might otherwise necessitate discharge.

D. The Union recognizes the need for improved methods and output in the interest of the employees and the business, and agrees to cooperate with the Employer in the installation of such methods, in suggesting improved methods, and in the education of its members in the necessity for such changes and improvements.

E. The Union recognizes the need for conservation and the elimination of waste and agrees to cooperate with the Employer in suggesting and practicing methods in the interest of conservation and waste elimination.

F. One (1) apprentice shall be allowed to every two (2) journeymen meat cutters.

ARTICLE 18.

SEPARATION PAY

A full-time employee with more than six (6) months' full-time service who is discharged for incompetence or is permanently separated due to discontinuance of the job, store closing, or reduction in force, shall be given one (1) week's notice or one (1) week's pay in lieu of notice. An employee separated during the week for any of these reasons is entitled to pay through the day he was told of his dismissal plus pay for one (1) additional week which, at the option of the Employer, may either be worked out or paid in lieu of notice.

ARTICLE 19.

SEPARABILITY

Nothing contained in this Agreement is intended to violate any Federal or State laws, rules or regulations made pursuant thereto. If any part of this Agreement is construed to be in such violation, then that part shall be null and void, and the parties agree that they will, within thirty (30) days, begin negotiations to replace said void part with a valid provision.

ARTICLE 20.

JOB DESCRIPTION

HEAD MEAT CUTTER: A qualified journeyman meat cutter who is in charge of the meat and fish departments in the store, and has the knowledge and ability to operate the department to the satisfaction of the management. Duties normally include supervision of the department personnel, ordering of merchandise, service to customers, and the operation of the department in accordance with the Employer's operations and merchandising policy.

JOURNEYMAN: A skilled meat cutter who has either served a complete apprenticeship in the trade or has developed equivalent ability by practical experience, and is capable of cutting, preparing, wrapping, and displaying meat in forms acceptable to the retail trade, and in a manner that will yield the maximum of profitable cuts from a carcass, and must also be proficient in waiting on customers and have the knowledge and ability to perform the general detailed tasks in the meat department.

APPRENTICE: An individual employed for the purpose of learning all the details and developing manual skills for performing, after two (2) years of training, all the duties of a journeyman meat cutter as commonly accepted in the trade.

MEAT CLERK: Shall normally take meat or fish, cut or dressed by a journeyman or apprentice meat cutter, tray it, weigh it, insert price tag, place in trays, enclose all in a wrapper and seal. Such employee may place this meat or fish in the case and rotate same, may use a slicing machine for luncheon meats, or a knife to cut liverwurst or any other luncheon meat which cannot be run through a slicer, and may do all other work in the meat department except operate the grinders and power saws.

ARTICLE 21.

EXPIRATION

This Agreement shall continue in effect from May 5, 1984 through November 28, 1987, and shall automatically be renewed from year to year thereafter unless either party serves notice in writing to the other party sixty (60) days prior to the expiration date or prior to any anniversary date thereafter, of a desire for termination of or for changes in this Agreement.

IN WITNESS WHEREOF the said parties have caused duplicate copies hereof to be executed by their duly authorized officers this _____ day of _____, 19____.

FOR THE UNION:

FOR THE EMPLOYER:

On new markets or markets which may be remodeled, the Head Meat Cutter shall be paid his previous rate for fourteen (14) weeks. At the end of fourteen (14) weeks, the market will be reclassified based on the average weekly sales for the twelve (12) weeks immediately following the first two (2) weeks after opening or remodeling and the Head Meat Cutter's rate will then be adjusted to the new classification with retroactive adjustment to the opening of the market. In Classifying such markets, the above basis will be used.

Head Meat Cutters will be classified on the average sales basis provided herein for new or remodeled markets but based on the average weekly meat sales for the thirteen (13) periods ending December 31, 1980, and annually thereafter. A new list of Head Meat Cutters flat rates will be established based on the reclassification if changes are involved.

After an Apprentice has completed two (2) years of full-time service as an Apprentice with the Employer, he may, if he feels that he is qualified to perform Journeyman duties, request a meat cutting test, subject to the approval of the Employer and the Union. If he qualifies, he shall be classified as a Journeyman. If he fails to qualify, he will be given an additional six (6) months training before being classified as a Journeyman.

1. SEPARATIONS: If an employee who has not taken the vacation which he has earned by reason of his service leaves (regardless of whether he gives notice), goes into military service or is separated for any reason other than confessed or proven dishonesty, he shall receive his vacation pay at the time of leaving.

2. EFFECT OF ABSENCE LEAVES: Leaves totalling ninety (90) days or less in any calendar year shall not affect vacation earned in that year; leaves totalling more than ninety (90) days but not over one hundred eighty (180) days shall reduce vacation and vacation pay by one-fourth ($\frac{1}{4}$); leaves totalling more than two hundred seventy (270) days shall disqualify for vacation. This shall not apply in cases of compensable injury.

3. WEEKLY RATE OF PAY:

A. Regular employees who worked on a full-time basis in at least forty (40) weeks or who were not laid off for more than thirty (30) working days during the anniversary or calendar year in which their vacations were earned will be paid their current straight-time hourly rate for their regularly scheduled workweek. In determining if an employee has worked forty (40) or more weeks on a full-time basis, count weeks not worked because of paid vacations or approved leave of absence (including sick leave) as weeks so worked.

B. The weekly pay of a regular employee who worked on a full-time basis (as defined in 6-A) in fewer than forty (40) weeks, or who was laid off for more than thirty (30) working days in the year, will be computed at his current straight-time hourly rate for the average number of hours worked per week during the qualifying year.

APPENDIX "C" - WAGE SCHEDULE

COST OF LIVING

For the term of this Agreement, all classifications of employees indicated in Appendix "D" Wages shall be covered by the provisions of a Cost-of-Living allowance, as set forth below.

The amount of the Cost-of-Living allowance shall be determined and re-determined as provided below on the basis of the "Revised Consumer Price Index for Urban Wage Earners and Clerical Workers" published by the BLS, U.S. Department of Labor (1977 = 100) and referred to herein as the "Index".

The first Cost-of-Living allowance shall be effective July 25, 1982, based on the difference between the Index figure of November 1981, and the Index figure of May, 1982.

The second Cost-of-Living allowance shall be effective January 23, 1983, based on the difference between the Index figure of May, 1982, and the Index figure of November 1982.

The third Cost-of-Living allowance shall be effective July 24, 1983, based on the difference between the Index figure of November, 1982, and the Index figure of May, 1983.

The basis of adjustment shall be a one cent (1¢) per hour allowance for every four-tenths (.4) increase in the Index during the above stated reviews.

The Index, in effect, as of the end of the designated month(s) will be the Index used to compute Cost-of-Living increase, if any.

UNITED FOOD AND COMMERCIAL WORKERS
DISTRICT UNION #442
ATLANTA, GEORGIA
AND
CASEY'S, INC.

SUPPLEMENTAL AGREEMENT

WAGE RATES FOR TERM OF AGREEMENT:

E. COLLEGE STREET:

Wayne Atkins	\$11.85
David Hooper	11.10
Barbara Wheeler	9.65

ROCKMART:

Jimmy C. Williams	9.58
Glenda McKee	7.00

CAVE SPRINGS:

Larry Bolt	9.58
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NORTH MAIN STREET:

Mike Casey	10.00
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Journey Meat Cutter P.T.

Steve Pyles	9.00
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Any new hire rates to be negotiated by Casey's and
Local #442.

If a Market employee is needed in North Main Street, Cedartown, Cave Springs and Rockmart Stores on Sunday and Holidays, the minimum hours will be four (4) hours.

College Street Store: Sunday and Holiday minimum hours coverage to be eight (8) hours as store hours, whichever is less. Plus time and one-half (1½) for hours worked Saturday 9:00 P.M. to midnight in lieu of night premium prior to one of the five (5) major holidays.

VACATION FOR NEW HIRES AFTER RATIFICATION OF THIS AGREEMENT:

1 year - 1 week
3 years- 2 weeks
10 years- 3 weeks
15 years- 4 weeks

ARTICLE #14 -- Add step children.

ARTICLE #15 - Change four (4) weeks to eight (8) weeks. Average of 28 hours or more for full time.

NEW PARAGRAPH:

ARTICLE 15-A - The Employer agrees to contribution rate increases as determined by the fund trustees, if such increases are required in order to maintain the benefit levels in effect as of January 1, 1985, provided the increases are not implemented prior to February 1, 1986.

THIS AGREEMENT WILL EXPIRE NOVEMBER 28, 1987.

COST OF LIVING:

This clause will remain in contract, but will be inoperative for the term of agreement.

CASH PAYMENTS IN LIEU OF WAGE INCREASES OR COST OF LIVING

INCREASES - Employees on the payroll as of March 30, 1985, in the 30 month and over bracket will receive the cash payments listed below. These payments are made for hours worked the prior year to employees on the payroll March 30, 1985, who remain in covered classifications and who are actively on the payroll on the date the payment is due:

Effective first pay period, April, 1985	\$300.00
Effective first pay period, December, 1985	200.00
Effective first pay period, December, 1986	200.00
Effective first pay period, May, 1987	100.00

Larry Bolt will receive first \$300.00 payment first pay period after contract is signed.

Union
Gary Hemrick *Co,* *Bolt & Co.*

11-15-84